

FULTON COUNTY GOVERNMENT



INVITATION TO BID 16ITB98998C-DR

JANITORIAL SERVICES for SELECTED FULTON COUNTY FACILITIES

For

Public Works & General Services Department

BID DUE DATE AND TIME: OCTOBER 14, 2015 @ 11:00 A.M.
BID ISSUANCE DATE: SEPTEMBER 1, 2015
PRE-BID CONFERENCE DATE: SEPTEMBER 30, 2015 @ 10:00 A.M.
SITE EXAMINATION IMMEDIATELY FOLLOWING PRE-BID
OCTOBER 1, & 2 (SITE VISIT IF NEEDED)
PURCHASING CONTACT: DONALD R. RILEY, CPPB, APA
E-MAIL: DONALD.RILEY@FULTONCOUNTYGA.GOV

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

TABLE OF CONTENTS

Invitation to Bid

Section 1 - Instructions to Bidders

1. Contract Documents
2. Bid Preparation
3. Receipt and Opening of Bids
4. Addenda and Interpretations
5. Site Examination
6. Bidder's Modification and Withdrawal of Bids
7. Bid and Contract Security **N/A**
8. Surety Bonds
9. Insurance Requirements
10. Right to Reject Bids
11. Applicable Laws
12. Examination of Contract Documents
13. Bid Evaluation
14. Award Criteria
15. Disqualification of Bidders
16. Basis of Award
17. Professional Licenses
18. Wage Clause
19. Notice of Award of Contract
20. Execution of Contract Documents
21. Equal Employment Opportunity (EEO) in Purchasing and Contract Compliance
22. Joint Venture
23. Contractors Compliance with Procurement
24. Georgia Security and Immigration Compliance Act
25. Subcontracting Opportunities
26. Term of Contract
27. No Contact Provision
28. Authorization to Transact Business
29. Kickoff Conference
30. Substitutions
31. Right to Protest
32. Bid General Conditions
33. Submittals

Section 2

Bid Form

Section 3

Bond Forms

Bid Bond – **N/A**

Payment Performance Bond

Section 4

Scope of Work and Technical Specifications

Section 5

Insurance and Risk Management Provisions

TABLE OF CONTENTS

Section 6

Purchasing Forms

- Form A - Non-Collusion Affidavit of Prime Bidder
- Form B - Certificate of Acceptance of Request for Bid Requirements
- Form C - Georgia Professional License Certification (*not applicable*)
- Form D – Certification Regarding Debarment
- Form E – Disclosure Form and Questionnaire
- Form F – Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G – Georgia Security and Immigration Subcontractor Affidavit

Section 7

Contract Compliance Requirements

Non-Discrimination in Contracting and Procurement

Required Forms and EBO Plan:

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontracting Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Exhibit G – Prime Contractor/Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Forms
- Equal Business Opportunity Plan (EBO Plan)

Section 8

General Conditions

Section 9

Special Conditions

Section 10

Exhibits

Section 11

Sample Service Contract Document

INVITATION TO BID

16ITB98998C-DR, JANITORIAL SERVICES FOR SELECTED FULTON COUNTY FACILITIES

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Janitorial Services for Selected Fulton County Facilities will be received by the Fulton County Department of Purchasing at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **OCTOBER 14, 2015**.

SCOPE OF WORK

To provide general cleaning for selected Fulton County facilities for the Public Works/General Services Department. The successful bidder shall furnish all janitorial services and the labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. Fulton County will accept original bid responses specifically tailored to solve our janitorial problems. The detailed scope of work and technical specifications are outlined Section 4 in the Scope of Work of this bid document.

BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government
Department of Purchasing
Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: DONALD.RILEY@FULTONCOUNTYGA.GOV
Fax: (404) 893-1876
Reference Bid #: **16ITB98998C-DR, Janitorial Services for Selected Fulton County Facilities**

PRE-BID CONFERENCE – (ATTENDANCE OPTIONAL)

Date: **September 30, 2015**

Time: 10:00 A.M.

Location: 130 Peachtree Street Suite 1168 Atlanta, Georgia 30303

October 1, & 2 (If deemed necessary and/or needed)

A Pre-Bid Conference will be held at the Fulton County Purchasing Department, located at 130 Peachtree Street Suite 1168, Atlanta, Georgia 30303, Purchasing Department bid room. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.***

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Donald R. Riley, CPPB, Assistant Purchasing Agent at (404) 612-7916 or email: donald.riley@fultoncountyga.gov.

BONDING REQUIREMENTS

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

3. RECIEPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. The original signed Bid with five (5) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and labeled **Janitorial Services for Fulton County Facilities**.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond – **N/A**
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 PM, Tuesday, October 6, 2015**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing
Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1876
Donald.Riley@fultoncountyga.gov

Bid # 16ITB98998C-DR, Janitorial Services for Selected Fulton County Facilities

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

5. **SITE EXAMINATION**

There are site visit(s) scheduled for this project and is it highly encourage to attend this conference and bidders are highly encouraged to attend the site visit immediately following the pre-bidder's conference and on October 1, & 2, 2015.

6. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS**

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

7. **BID AND CONTRACT SECURITY – N/A**

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond". **Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. SURETY BONDS

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;

- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

10. RIGHT TO REJECT BIDS

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

12. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

13. **BID EVALUATION**

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided,

however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent lowest responsive and responsible Bidder(s) to review general requirements of the Bidding Documents.

14. **AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder:

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following:
 - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
 - b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - e. Has the appropriate and adequate technical experience necessary to perform the Work;

- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

15. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. BASIS OF AWARD

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

17. PROFESSIONAL LICENSES (NON-APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

- 1. Electricians
- 2. Plumbers
- 3. Conditioned Air Contractors
- 4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

18. WAGE CLAUSE

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

19. NOTICE OF AWARD OF CONTRACT

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

21. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

22. JOINT VENTURE

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

25. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

26. TERM OF CONTRACT

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2016, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2016. The Commencement

Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. §36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

27. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

28. AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

29. KICKOFF CONFERENCE

A kickoff conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

30. SUBSTITUTIONS

See Special Conditions.

31. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered

untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

32. BID GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. §36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the

County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

33. **SUBMITTALS**

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	Georgia Security and Immigration Contractor Affidavit(s) and Agreements	
2.	Georgia Security and Immigration Subcontractor Affidavit(s)	
3.	Bid Form w/Pricing Sheets	
4.	Acknowledgment of Addenda	
5.	Bid Bond (N/A)	
6.	Non-Collusion Affidavit	
7.	Certificate of Acceptance of Request for Bid	
8.	Georgia Utility Contractor's License (N/A)	
9.	Georgia General Contractors License (N/A)	
10.	Georgia Professional Certification	
11.	Certificate Regarding Debarment	
12.	Disclosure Form and Questionnaire	
13.	Office of Contract Compliance Requirements (submitted in a separate envelope)	
14.	Proof of Insurance Coverage	

END OF SECTION

**SECTION 2
BID FORM**

Submitted To: Fulton County Government

Submitted By: _____

For: **#16ITB98998C-DR, Janitorial Services for Selected Fulton County Facilities**

Submitted on _____, 2015.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

PRICING SCHEDULE

There are three (3) pricing lines for each group. The first line is for an initial contract term of 12 months. The second and third line is for the two (2) one (1) year renewal options. "Annual \$ Amount" will always be twelve (12) times the "Monthly \$ Amount".

"\$/SqFt" is the annual (12 month) dollar amount divided by the number of cleanable square feet. "Additional Services/Hour" is not for day porters. That line is for emergency-type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e., early morning or late evening hours or weekends). Provide repair and/or restoration of facilities and/or equipment owned by Fulton County that has suffered fire, storm, or water damage. Providing drying equipment (blower, industrial fan, air purifier, air scrubber, etc.) and manpower as requested. Cleaning / extracting all water from floors, wiping down all walls, all furniture, removing all trash, dirt, and debris which are directly related to the activity of cleaning, drying, repair and/or restoration.

Services provided in such circumstances will be requested by the Contract Administrator or designee, and will be charged to the contingency line in the contract. Adjustments will be made for changes in cleanable square footage (additions or subtractions) requested by the County.

"Premium Services/Hour" is for event coverage after normal hours of operation and weekends (Approximately 100 Events Per Year for each multipurpose facility). The bidder shall be responsible for the restocking of all paper products, soap dispensers, and the cleanliness of the rest rooms. The bidder shall clean the entire floor, lobby (sweep the floor, empty trash, remove debris, mop the floor, and clean the glass of any smudges, wipe down tables, and dust all flat surfaces with the supplies that are provided by the County for the purpose in which the cleaner is designed to be used for) Under no circumstance shall the bidder be allowed to use cleaning products not authorized by the County.

Bidders must place an entry in each block for each group they wish to bid on. Enter "No Bid" for any group bidder does not wish to be considered for.

BID PRICING SHEET

There are three (3) pricing lines for each group as follows:

- I. Original Term contract term (12 months)
- II. 1st Renewal term (12 months)
- III. 2nd and Final Renewal term (12 months)

\$/Sq. Ft. = The total bid dollar amount divided by the number of cleanable square feet.

Additional Services/Hours is for emergency type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e. early morning or late evening hours or weekends).

Core operating hours for most facilities are 8:30 a.m. to 5:30 p.m. Monday thru Friday. These locations require **Day Porter** support and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

GROUP B PRICING SHEET

GROUP B- JUSTICE FACILITIES (Original Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$	\$	12	\$
Carnes Justice Center Bldg					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$	\$	12	\$
Fulton County Court House					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$	\$	12	\$
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Justice Center Tower/Carnes/FC Courts	56	251	14,056	\$	\$
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$	\$
Total Cost Day Porters	88	251	22,088	\$	\$

Core operating hours are 8:30 a.m. to 5:30 p.m. Monday-Friday. These locations require Day Porter support and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**GROUP B- JUSTICE FACILITIES
(1st Renewal Term)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$	\$	12	\$
Carnes Justice Center Bldg					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$	\$	12	\$
Fulton County Court House					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$	\$	12	\$
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Justice Center Tower/Carnes/FCCourths	56	251	14,056	\$	\$
Judge Romae T. Powell Juvenile Justice Center	32	251	8032	\$	\$
Total Cost Day Porters	88	251	22,088	\$	\$

Core operating hours are 8:30 a.m. to 5:30 p.m. Monday-Friday. These locations require Day Porter support and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**GROUP B- JUSTICE FACILITIES
(2nd Renewal Term)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$	\$	12	\$
Carnes Justice Center Bldg					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$	\$	12	\$
Fulton County Court House					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$	\$	12	\$
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Justice Center Tower/Carnes/FCCourths	56	251	14,056	\$	\$
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$	\$
Total Cost Day Porters	88	251	22,088	\$	\$

Core operating hours are 8:30 a.m. to 5:30 p.m. Monday-Friday. These locations require Day Porter support and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

GROUP E PRICING SHEET

GROUP E – South Fulton Libraries (Original Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Adams Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
Carver Homes					
Total Sq. Ft.	1,800				
Cleanable Sq. Ft.	1,512	\$	\$	12	\$
Cleveland					
Total Sq. Ft.	13,000				
Cleanable Sq. Ft.	10,920	\$	\$	12	\$
College Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
East Point*					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$	12	\$
Fairburn Branch					
Total Sq. Ft.	9,580				
Cleanable Sq. Ft.	8,047	\$	\$	12	\$
Hapeville					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$	12	\$
South Fulton*					
Total Sq. Ft.	25,300				
Cleanable Sq. Ft.	21,252	\$	\$	12	\$
Southwest Regional*					
Total Sq. Ft.	27,270				
Cleanable Sq. Ft.	22,906	\$	\$	12	\$
Stewart-Lakewood					
Total Sq. Ft.	10,275				
Cleanable Sq. Ft.	8,631	\$	\$	12	\$
Thomasville Heights					
Total Sq. Ft.	1,600				
Cleanable Sq. Ft.	1,344	\$	\$	12	\$
Washington Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
West End					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
CONTINUATION—GROUP E PRICING SHEET—SEE NEXT PAGE					\$

All libraries are open Monday thru Saturday and require nightly cleaning six days a week. Those marked with “*” are open Sunday and require nightly cleaning seven days a week.

GROUP E PRICING SHEET

GROUP E – South Fulton Libraries (Original Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Wolf Creek Branch					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$	\$	12	\$
Palmetto Branch					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$	12	\$
Metropolitan Branch					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$	\$	12	\$
Southeast Atlanta					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$

All libraries are open Monday thru Saturday and require nightly cleaning six days a week. Those marked with “*” are open Sunday and require nightly cleaning seven days a week.

All libraries are open Monday thru Saturday and require nightly cleaning six days a week.
Those marked with “*” are open Sunday and require nightly cleaning seven days a week.

GROUP E PRICING SHEET (1st Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Adams Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
Carver Homes					
Total Sq. Ft.	1,800				
Cleanable Sq. Ft.	1,512	\$	\$	12	\$
Cleveland					
Total Sq. Ft.	13,000				
Cleanable Sq. Ft.	10,920	\$	\$	12	\$
College Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
East Point*					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$	12	\$
Fairburn Branch					
Total Sq. Ft.	9,580				
Cleanable Sq. Ft.	8,047	\$	\$	12	\$
Hapeville					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$	12	\$
South Fulton*					
Total Sq. Ft.	15,300				
Cleanable Sq. Ft.	12,852	\$	\$	12	\$
Southwest Regional*					
Total Sq. Ft.	27,270				
Cleanable Sq. Ft.	22,906	\$	\$	12	\$
Stewart-Lakewood					
Total Sq. Ft.	10,275				
Cleanable Sq. Ft.	8,631	\$	\$	12	\$
Thomasville Heights					
Total Sq. Ft.	1,600				
Cleanable Sq. Ft.	1,344	\$	\$	12	\$
Washington Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
West End					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
CONTINUATION—GROUP E PRICING SHEET—SEE NEXT PAGE					\$

All libraries are open Monday thru Saturday and require nightly cleaning six days a week. Those marked with “*” are open Sunday and require nightly cleaning seven days a week.

GROUP E PRICING SHEET

GROUP E – South Fulton Libraries (1st Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Wolf Creek Branch					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$	\$	12	\$
Palmetto Branch					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$	12	\$
Metropolitan Branch					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$	\$	12	\$
Southeast Atlanta					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$

All libraries are open Monday thru Saturday and require nightly cleaning six days a week. Those marked with “*” are open Sunday and require nightly cleaning seven days a week.

GROUP E – South Fulton Libraries (2nd Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Adams Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
Carver Homes					
Total Sq. Ft.	1,800				
Cleanable Sq. Ft.	1,512	\$	\$	12	\$
Cleveland					
Total Sq. Ft.	13,000				
Cleanable Sq. Ft.	10,920	\$	\$	12	\$
College Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
East Point*					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$	12	\$
Fairburn Branch					
Total Sq. Ft.	9,580				
Cleanable Sq. Ft.	8,047	\$	\$	12	\$
Hapeville					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$	12	\$
South Fulton*					
Total Sq. Ft.	15,300				
Cleanable Sq. Ft.	12,852	\$	\$	12	\$
Southwest Regional*					
Total Sq. Ft.	27,270				
Cleanable Sq. Ft.	22,906	\$	\$	12	\$
Stewart-Lakewood					
Total Sq. Ft.	10,275				
Cleanable Sq. Ft.	8,631	\$	\$	12	\$
Thomasville Heights					
Total Sq. Ft.	1,600				
Cleanable Sq. Ft.	1,344	\$	\$	12	\$
Washington Park					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
West End					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$	\$	12	\$
CONTINUATION—GROUP E PRICING SHEET—SEE NEXT PAGE					\$

All libraries are open Monday thru Saturday and require nightly cleaning six days a week. Those marked with “*” are open Sunday and require nightly cleaning seven days a week.

GROUP E PRICING SHEET

GROUP E – South Fulton Libraries (2nd Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Wolf Creek Branch					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$	\$	12	\$
Palmetto Branch					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$	12	\$
Metropolitan Branch					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$	\$	12	\$
Southeast Atlanta					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$

All libraries are open Monday thru Saturday and require nightly cleaning six days a week. Those marked with “*” are open Sunday and require nightly cleaning seven days a week.

GROUP F PRICING SHEET

GROUP F – Other Offices North (Original Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Drug Court Training Center					
Total Sq. Ft.	18,000				
Cleanable Sq. Ft.	15,120	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Core hours for this facility are 7:00 a.m. to 9:00 p.m. Monday – Friday. Drug Court Training Center will require Day Porter and night cleaning five (5) times per week and six (6) times when open on Saturday. It will require two (2) Day Porters—8 hours each (i.e. One (1) Day Porter 8am-5pm; One (1) Day Porter 12pm-9pm). Saturday operating hours are usually from 8am-1pm.

Group F - (Original Term) (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Drug Court Training Center	16	251	4016	\$	\$

GROUP F PRICING SHEET

GROUP F – Other Offices North (1st Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Drug Court Training Center					
Total Sq. Ft.	18,000				
Cleanable Sq. Ft.	15,120	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Core hours for this facility are 7:00 a.m. to 9:00 p.m. Monday – Friday. Drug Court Training Center will require Day Porter and night cleaning five (5) times per week and six (6) times when open on Saturday. It will require two (2) Day Porters—8 hours each (i.e. One (1) Day Porter 8am-5pm; One (1) Day Porter 12pm-9pm). Saturday operating hours are usually from 8am-1pm.

Group F - (Day Porters) (1st Renewal Term)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Drug Court Training Center	16	251	4016	\$	\$

GROUP F PRICING SHEET

GROUP F – Other Offices North (2nd Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Drug Court Training Center					
Total Sq. Ft.	18,000				
Cleanable Sq. Ft.	15,120	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Core hours for this facility are 7:00 a.m. to 9:00 p.m. Monday – Friday. Drug Court Training Center will require Day Porter and night cleaning five (5) times per week and six (6) times when open on Saturday. It will require two (2) Day Porters—8 hours each (i.e. One (1) Day Porter 8am-5pm; One (1) Day Porter 12pm-9pm). Saturday operating hours are usually from 8am-1pm.

Group F - (Day Porters) (2nd Renewal Term)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Drug Court Training Center	16	251	4016	\$	\$

GROUP F PRICING SHEET

GROUP F – Other Offices South (Original Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Public Safety Training Center					
Total Sq. Ft.	30,470				
Cleanable Sq. Ft.	25,595	\$	\$	12	\$
Transportation & Construction					
Total Sq. Ft.	2,969				
Cleanable Sq. Ft.	2,494	\$	\$	12	\$
Fulton Clubhouse for Youth					
Total Sq. Ft.	3,204				
Cleanable Sq. Ft.	2,691	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Core hours for these facilities are 7:00 a.m. to 5:00 p.m., Monday thru Friday. Public Safety Training Center will require porter and night cleaning five (5) times per week. Transportation & Construction Division will require night cleaning three (3) times a week. Fulton Clubhouse for Youth will require night cleaning five (5) times per week. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**Group F - (Original Term)
 (Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Public Safety Training Center	8	251	2008	\$	\$

GROUP F PRICING SHEET
GROUP F – Other Offices South (1st Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Public Safety Training Center					
Total Sq. Ft.	30,470				
Cleanable Sq. Ft.	25,595	\$	\$	12	\$
Transportation & Construction					
Total Sq. Ft.	2,969				
Cleanable Sq. Ft.	2,494	\$	\$	12	\$
Fulton Clubhouse for Youth					
Total Sq. Ft.	3,204				
Cleanable Sq. Ft.	2,691	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Core hours for these facilities are 7:00 a.m. to 5:00 p.m., Monday thru Friday. Public Safety Training Center will require porter and night cleaning five (5) times per week. Transportation & Construction Division will require night cleaning three (3) times a week. Fulton Clubhouse for Youth will require night cleaning five (5) times per week. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**Group F - (Day Porters)
 (1st Renewal)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Public Safety Training Center	8	251	2008	\$	\$

**GROUP F – Other Offices South
 (2nd Renewal Term)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Public Safety Training Center					
Total Sq. Ft.	30,470				
Cleanable Sq. Ft.	25,595	\$	\$	12	\$
Transportation & Construction					
Total Sq. Ft.	2,969				
Cleanable Sq. Ft.	2,494	\$	\$	12	\$
Fulton Clubhouse for Youth					
Total Sq. Ft.	3,204				
Cleanable Sq. Ft.	2,691	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Core hours for these facilities are 7:00 a.m. to 5:00 p.m., Monday thru Friday. Public Safety Training Center will require porter and night cleaning five (5) times per week. Transportation & Construction Division will require night cleaning three (3) times a week. Fulton Clubhouse for Youth will require night cleaning five (5) times per week. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**Group F - (Day Porters)
 (2nd Renewal Term)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Public Safety Training Center	8	251	2008	\$	\$

GROUP G PRICING SHEET

South Senior Centers (Original Term)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HJC Bowden					
Total Sq. Ft.	34,652				
Cleanable Sq. Ft. (Less Kitchen)	25,088	\$	\$		\$
Premium Event= 100 hrs.				\$	\$
Camp Truitt					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$		\$
Palmetto					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$		\$
Quality Living Services					
Total Sq. Ft.	30,085				
Cleanable Sq. Ft.	25,272	\$	\$		\$
Hapeville					
Total Sq. Ft.	8,522				
Cleanable Sq. Ft.	7,158	\$	\$		\$
Camp Truitt 4-H Ed Ctr					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$		\$
New Beginnings					
Total Sq. Ft.	13,400				
Cleanable Sq. Ft.	11,256	\$	\$		\$
Southeast					
Total Sq. Ft.	7,660				
Cleanable Sq. Ft.	6,434	\$	\$		\$
TOTAL COST					\$

South Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016	\$	\$
Camp Truitt	5	251	1,255	\$	\$
Palmetto	5	251	1,255	\$	\$
Quality Living Services	8	251	2,008	\$	\$
Hapeville	5	251	1,255	\$	\$
New Beginnings	5	251	1,255	\$	\$
Southeast	5	251	1,255	\$	\$
Total Cost Day Porters	49	251	12,299	\$	\$

Total Cost for South Senior Centers- ORIGINAL TERM

Total Cost for Cleanable Sq Ft for South Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for South Senior Centers	\$
Total Annual Cost for South Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost South Centers, Porter and Premium Event Services	\$

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

GROUP G
South Senior Centers
(1st Renewal Term)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HJC Bowden					
Total Sq. Ft.	34,652				
Cleanable Sq. Ft. (Less Kitchen)	25,088	\$	\$		\$
Premium Event= 100 hrs.				\$	\$
Camp Truitt					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$		\$
Palmetto					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$		\$
Quality Living Services					
Total Sq. Ft.	30,085				
Cleanable Sq. Ft.	25,272	\$	\$		\$
Hapeville					
Total Sq. Ft.	8,522				
Cleanable Sq. Ft.	7,158	\$	\$		\$
Camp Truitt 4-H Ed Ctr					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$		\$
New Beginnings					
Total Sq. Ft.	13,400				
Cleanable Sq. Ft.	11,256	\$	\$		\$
Southeast					
Total Sq. Ft.	7,660				
Cleanable Sq. Ft.	6,434	\$	\$		\$
TOTAL COST					\$

South Senior Centers (Day Porters) (1st Renewal)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016	\$	\$
Camp Truitt	5	251	1,255	\$	\$
Palmetto	5	251	1,255	\$	\$
Quality Living Services	8	251	2,008	\$	\$
Hapeville	5	251	1,255	\$	\$
New Beginnings	5	251	1,255	\$	\$
Southeast	5	251	1,255	\$	\$
Total Cost Day Porters	49	251	12,299	\$	\$

Total Cost for South Senior Centers- (1st Renewal)

Total Cost for Cleanable Sq Ft for South Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for South Senior Centers	\$
Total Annual Cost for South Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost South Centers, Porter and Premium Event Services	\$

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

GROUP G
South Senior Centers
(2nd Renewal Term)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HJC Bowden					
Total Sq. Ft.	34,652				
Cleanable Sq. Ft. (Less Kitchen)	25,088	\$	\$		\$
Premium Event= 100 hrs.				\$	\$
Camp Truitt					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$		\$
Palmetto					
Total Sq. Ft.	10,000				
Cleanable Sq. Ft.	8,400	\$	\$		\$
Quality Living Services					
Total Sq. Ft.	30,085				
Cleanable Sq. Ft.	25,272	\$	\$		\$
Hapeville					
Total Sq. Ft.	8,522				
Cleanable Sq. Ft.	7,158	\$	\$		\$
Camp Truitt 4-H Ed Ctr					
Total Sq. Ft.	5,000				
Cleanable Sq. Ft.	4,200	\$	\$		\$
New Beginnings					
Total Sq. Ft.	13,400				
Cleanable Sq. Ft.	11,256	\$	\$		\$
Southeast					
Total Sq. Ft.	7,660				
Cleanable Sq. Ft.	6,434	\$	\$		\$
TOTALCOST					\$

**South Senior Centers
 (Day Porters)
 (2nd Renewal)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016	\$	\$
Camp Truitt	5	251	1,255	\$	\$
Palmetto	5	251	1,255	\$	\$
Quality Living Services	8	251	2,008	\$	\$
Hapeville	5	251	1,255	\$	\$
New Beginnings	5	251	1,255	\$	\$
Southeast	5	251	1,255	\$	\$
Total Cost Day Porters	49	251	12,299	\$	\$

**Total Cost for South Senior Centers-
 (2nd Renewal)**

Total Cost for Cleanable Sq Ft for South Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for South Senior Centers	\$
Total Annual Cost for South Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost South Centers, Porter and Premium Event Services	\$

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

GROUP G Senior Centers

PRICING RECAP JANITORIAL SERVICES			
	SOUTH	CENTRAL	NORTH
Initial Term	\$	\$	\$
1st Renewal Term	\$	\$	\$
2nd Renewal Term	\$	\$	\$
TOTAL ALL TERMS	\$	\$	\$
PREMIUM EVENT			
DAY PORTERS			
Initial Term	\$	\$	\$
1st Renewal Term	\$	\$	\$
2nd Renewal Term	\$	\$	\$
TOTAL ALL TERMS	\$	\$	\$
PREMIUM EVENT	\$	\$	\$
Initial Term	\$	\$	\$
1st Renewal Term	\$	\$	\$
2nd Renewal Term	\$	\$	\$
Total PREMIUM EVENT	\$	\$	\$

GROUP H PRICING SHEET

GROUP H – Art Centers (Original Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Cliftondale Multipurpose Center					
Total Sq. Ft.	42,225				
Cleanable Sq. Ft.	35,469	\$	\$	12	\$
Southwest Arts Center					
Total Sq. Ft.	36,500				
Cleanable Sq. Ft.	30,660	\$	\$	12	\$
West End Arts Center					
Total Sq. Ft.	5,760				
Cleanable Sq. Ft.	4,838	\$	\$	12	\$
Hammond House					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$	\$	12	\$
Aviation Community Cultural Ctr.					
Total Sq. Ft.	16,200				
Cleanable Sq. Ft.	13,608	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Cliftondale Multipurpose Center	8	251	2,008	\$	\$
Cliftondale Multipurpose Center Summer Camp	4	60	240	\$	\$
Southwest Arts	6	251	1,506	\$	\$
West End Arts Center	4	251	1,004		
Hammond House	4	251	1,004		
Aviation Cultural Center	4	251	1004		
Total Cost Day Porters	30		6,766	\$	\$

All Art Centers will require Day Porter support and nightly cleaning. Cliftondale Multipurpose Center will require 240 additional hours for summer programming. In some instances weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

GROUP H PRICING SHEET

GROUP H – Art Centers (1st Renewal)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Cliftondale Multipurpose Center					
Total Sq. Ft.	42,225				
Cleanable Sq. Ft.	35,469	\$	\$	12	\$
Southwest Arts Center					
Total Sq. Ft.	36,500				
Cleanable Sq. Ft.	30,660	\$	\$	12	\$
West End Arts Center					
Total Sq. Ft.	5,760				
Cleanable Sq. Ft.	4,838	\$	\$	12	\$
Hammond House					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$	\$	12	\$
Aviation Community Cultural Ctr.					
Total Sq. Ft.	16,200				
Cleanable Sq. Ft.	13,608	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Cliftondale Multipurpose Center	8	251	2,008	\$	\$
Cliftondale Multipurpose Center Summer Camp	4	60	240	\$	\$
Southwest Arts	6	251	1,506	\$	\$
West End Arts Center	4	251	1,004		
Hammond House	4	251	1,004		
Aviation Cultural Center	4	251	1004		
Total Cost Day Porters	30		6,766	\$	\$

All Art Centers will require Day Porter support and nightly cleaning. Cliftondale Multipurpose Center will require 240 additional hours for summer programming. In some instances weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

GROUP H PRICING SHEET

GROUP H – Art Centers (2nd Renewal)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Cliftondale Multipurpose Center					
Total Sq. Ft.	42,225				
Cleanable Sq. Ft.	35,469	\$	\$	12	\$
Southwest Arts Center					
Total Sq. Ft.	36,500				
Cleanable Sq. Ft.	30,660	\$	\$	12	\$
West End Arts Center					
Total Sq. Ft.	5,760				
Cleanable Sq. Ft.	4,838	\$	\$	12	\$
Hammond House					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$	\$	12	\$
Aviation Community Cultural Ctr.					
Total Sq. Ft.	16,200				
Cleanable Sq. Ft.	13,608	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Cliftondale Multipurpose Center	8	251	2,008	\$	\$
Cliftondale Multipurpose Center Summer Camp	4	60	240	\$	\$
Southwest Arts	6	251	1,506	\$	\$
West End Arts Center	4	251	1,004		
Hammond House	4	251	1,004		
Aviation Cultural Center	4	251	1004		
Total Cost Day Porters	30		6,766	\$	\$

All Art Centers will require Day Porter support and nightly cleaning. Cliftondale Multipurpose Center will require 240 additional hours for summer programming. In some instances weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

GROUP H PRICING SHEET

GROUP H – Art Centers Wolf Creek Amphitheater & Sky Box (Original Term)

Wolf Creek Amphitheater & Skyboxes		Sq. Ft. Cost	Monthly Cost	Term-12 Months	Annual Cost
Total Sq. Ft.	26,944				
Cleanable Sq. Ft.	22,633	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Wolf Creek events are seasonal. The entire venue will require cleaning after each scheduled event. The venue will also require contractual periodic cleaning in accordance with established cleaning schedules throughout the year. Wolf Creek Amphitheater Events will be billed separately and invoiced after each scheduled event

Group H - (Event Staff) (Initial Term)

Facility Name	Daily Hours			Cost Per Hour	Cost Per Event
Wolf Creek Amphitheater & Skyboxes	160			\$	\$

Wolf Creek events are seasonal. Opening and closing hours will depend upon the scheduled event and may change during the season. There are approximately 20 or more events each season. It will approximately take a minimum of 15 or more employees working 8 hours each to support each event. Please be advised that the number of personnel may be increased or decreased at the discretion of the County to meet established funding policies and/or procedures. Wolf Creek Amphitheater Events will be billed separately and invoiced after each scheduled event.

GROUP H PRICING SHEET

GROUP H – Art Centers Wolf Creek Amphitheater & Sky Box (1st Renewal)

Wolf Creek Amphitheater & Skyboxes		Sq. Ft. Cost	Monthly Cost	Term-12 Months	Annual Cost
Total Sq. Ft.	26,944				
Cleanable Sq. Ft.	22,633	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Wolf Creek events are seasonal. The entire venue will require cleaning after each scheduled event. The venue will also require contractual periodic cleaning in accordance with established cleaning schedules throughout the year. Wolf Creek Amphitheater Events will be billed separately and invoiced after each scheduled event

Group H - (Event Staff) (1st Renewal)

Facility Name	Daily Hours			Cost Per Hour	Cost Per Event
Wolf Creek Amphitheater & Skyboxes	160			\$	\$

Wolf Creek events are seasonal. Opening and closing hours will depend upon the scheduled event and may change during the season. There are approximately 20 or more events each season. It will approximately take a minimum of 15 or more employees working 8 hours each to support each event. Please be advised that the number of personnel may be increased or decreased at the discretion of the County to meet established funding policies and/or procedures. Wolf Creek Amphitheater Events will be billed separately and invoiced after each scheduled event.

GROUP H PRICING SHEET

GROUP H – Art Centers Wolf Creek Amphitheater & Sky Box (2nd Renewal)

Wolf Creek Amphitheater & Skyboxes		Sq. Ft. Cost	Monthly Cost	Term-12 Months	Annual Cost
Total Sq. Ft.	26,944				
Cleanable Sq. Ft.	22,633	\$	\$	12	\$
TOTAL COSTS FOR JANITORIAL SERVICES					\$

Wolf Creek events are seasonal. The entire venue will require cleaning after each scheduled event. The venue will also require contractual periodic cleaning in accordance with established cleaning schedules throughout the year. Wolf Creek Amphitheater Events will be billed separately and invoiced after each scheduled event

Group H - (Event Staff) (2d Renewal)

Facility Name	Daily Hours			Cost Per Hour	Cost Per Event
Wolf Creek Amphitheater & Skyboxes	160			\$	\$

Wolf Creek events are seasonal. Opening and closing hours will depend upon the scheduled event and may change during the season. There are approximately 20 or more events each season. It will approximately take a minimum of 15 or more employees working 8 hours each to support each event. Please be advised that the number of personnel may be increased or decreased at the discretion of the County to meet established funding policies and/or procedures. Wolf Creek Amphitheater Events will be billed separately and invoiced after each scheduled event.

GROUP I PRICING SHEET

GROUP I – Service Centers – North & South (Original Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
North Service Center					
Total Sq. Ft.	53,821				
Cleanable Sq. Ft.	45,210	\$	\$	12	\$
South Service Center					
Total Sq. Ft.	53,760				
Cleanable Sq. Ft.	45,158	\$	\$	12	\$
Total Sq. Ft.	107,581				
Cleanable Sq. Ft.	90,368	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
North Service Center	16	251	4,016	\$	\$
South Service Center	16	251	4,016	\$	\$
Total Cost Day Porters	32	251	8,032	\$	\$

All Service Centers will require Day Porter support and nightly cleaning. Core hours for these facilities are 7:00 a.m. to 5:00 p.m., Monday thru Friday. In some instances weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

GROUP I – Service Centers – North & South (1st Renewal Term)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
North Service Center					
Total Sq. Ft.	53,821				
Cleanable Sq. Ft.	45,210	\$	\$	12	\$
South Service Center					
Total Sq. Ft.	53,760				
Cleanable Sq. Ft.	45,158	\$	\$	12	\$
Total Sq. Ft.	107,581				
Cleanable Sq. Ft.	90,368	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$

Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
North Service Center	16	251	4,016	\$	\$
South Service Center	16	251	4,016	\$	\$
Total Cost Day Porters	32	251	8,032	\$	\$

All Service Centers will require Day Porter support and nightly cleaning. Core hours for these facilities are 7:00 a.m. to 5:00 p.m., Monday thru Friday. In some instances weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**GROUP I – Service Centers – North & South
(2nd Renewal Term)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
North Service Center					
Total Sq. Ft.	53,821				
Cleanable Sq. Ft.	45,210	\$	\$	12	\$
South Service Center					
Total Sq. Ft.	53,760				
Cleanable Sq. Ft.	45,158	\$	\$	12	\$
Total Sq. Ft.	107,581				
Cleanable Sq. Ft.	90,368	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
North Service Center	16	251	4,016	\$	\$
South Service Center	16	251	4,016	\$	\$
Total Cost Day Porters	32	251	8,032	\$	\$

All Service Centers will require Day Porter support and nightly cleaning. Core hours for these facilities are 7:00 a.m. to 5:00 p.m., Monday thru Friday. In some instances weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

_____ Dollars

(\$_____) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name

Address

END OF SECTION

BID BOND – N/A

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND – N/A

**16ITB98998C-DR, JANITORIAL SERVICES for SELECTED FULTON COUNTY FACILITIES
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **16ITB98998C-DR, Janitorial Services for Selected Fulton County Facilities**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum.
The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to
execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish
a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 20__

ATTEST:

PRINCIPAL

BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

BY _____

(SEAL)

END OF SECTION

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

SECTION 4 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description of Project:

To provide general janitorial cleaning for selected Fulton County facilities for the Public Works/General Services Department.

Scope of Work Summary:

The work will be performed at the various County facilities listed and/except any added/deleted during the life of this contract. The successful bidder shall furnish all janitorial services and the labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. Fulton County will accept original bid responses specifically tailored to solve our janitorial problems.

The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor performance will be evaluated in terms of the cleaning results achieved. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

Georgia Criminal Investigation Checks (GCIC) must be conducted by the Contractor at Contractor's expense on all employees, including sub-contractors, assigned to clean County Facilities. National Crime Information Center (NCIC) checks must be conducted along with Fingerprint Cards by the Contractor at the Contractor's expense on all employees and subcontractors hired to perform work in Justice Facilities only. Said employees may be temporarily assigned to Justice Facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance and Fingerprint Card completion. The GCIC must be completed and forwarded to the Contract Administrator or designated County representative for review and approval prior to the start date of the contract. No employee may work at any Fulton County Facility prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract.

All bidders shall bid on the required cleaning for each group on which they desire to bid. However; no bidder will be awarded Group A (Government Center Complex) and Group B (Justice Facilities) together. Group A & Group B will be awarded separately or with other groups listed in the ITB. Note that not all

services apply to all facilities (e.g. most facilities do not include a locker room). It is the bidder's responsibility to ensure that their bid for any facility has been calculated to include all appropriate services.

Bidders may also offer alternate bids for any location or group of locations. Any such alternate bid must clearly indicate the differences between it and the base bid with an explanation of why the bidder believes the alternate should be considered instead of (or in addition to) the base bid. Bidders may offer alternate pricing for award of multiple groups.

Successful bidder must be prepared to fully assume responsibilities of this contract and begin cleaning facilities within 30 days after notification of approval of award by the Fulton County Board of Commissioners. Employees assigned to clean Fulton County Facilities may not begin work prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Failure to adhere to this time line will be grounds for selection of the next qualified bidder to fulfill this contract.

It is highly recommended that bidders visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve bidder of the responsibility to: 1) submit a complete bid in proper form, or 2) properly clean a facility if awarded.

Any facilities which are added to or deleted from a cleaning group will be done so at the same price per square foot being charged for that group. Any additional facility which is added to the contract which does not reasonably belong to one of the existing groups will be added at a price per square foot which is mutually agreeable to both parties and within BOMA guidelines.

Any remarks or apparent errors in the specification or exceptions taken to the content of the specification must be clearly presented by the bidder as an attachment titled "Remarks and Exceptions". Failure to do so is an agreement by the bidder that they accept the terms and conditions of the specifications as written.

Definitions

BOMA Building Owners and Manager Association

JCAHO Joint Commission on Accreditation of Health Care Organizations

Days - "Days" shall mean calendar days.

As Necessary- Whenever needed as determined by Public Works/General Services Staff.

Daily – Required each day the facility is opened to the public. If required more than one time per day, indicate number of times. (e.g. “3 x Daily” or “3/Day” for three time each day)

Weekly- The task will be performed once each week. If required more than one time per week (but less than daily) indicate number of times. (e.g. “2 x Weekly” or “2/Week” if task is to be done twice a week). If task will be done on specific day(s) of week, this will be detailed in the final work schedule as agreed with the Contract Administrator.

GCIC- Georgia Criminal Investigation Checks

NCIC- National Crime Information Center

Joint Review A committee consisting of executive management for both Fulton County and the Contractor, or any other members thereof who are empowered to make decisions on behalf of the County and Contractor.

Monthly: The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g. "2 x Monthly" or "2/Month" if task is to be done twice a month.

Quarterly- The task will be performed once during every three –month period.

Yearly- The task is to be performed once during the contract year at time to be agreed with by the Contract Administrator. (“2 x Yearly” would mean semi-annually. “3/Year” would mean every four months”).

Multi-term contracts - a contract executed for a specific period with the option to renew for additional periods of time.

BIDDER’S ORGANIZATION

- Each bidder shall demonstrate its ability to organize and manage janitorial projects at multiple sites.
- Each bidder shall graphically illustrate the position of the Account Executive for this contract in the overall corporate organization. The bidder shall include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.
- Each bidder shall show how corporate support is to be provided to the project.

- Each bidder shall graphically demonstrate the relationship between the Account Executive and the Project/Site Manager. Detailed attention must be placed on the authority of these officers to execute key decisions under normal, urgent, and emergency situations.
- The Account Executive and the Project/Site Manager shall be accessible to the Fulton County Contract Administrator(s) twenty-four (24) hours per day, seven days per week. The bidder must show how it intends to provide this accessibility and the required coverage. Project/Site Managers must be physically at the facilities during cleaning hours. If the assigned Project/Site Manager is out sick, on vacation, terminated, or otherwise unavailable, the Fulton County Contract Administrator must be notified immediately (within 24 hours) of who on site is in charge of operations.

TRAINING

- Bidder shall include a comprehensive janitorial training plan which includes at a minimum specific training each employee involved in this contract (including supervisory and management personnel) has already received.
- Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.
- Include details of when and where such training is to be accomplished. Fulton County reserves the right to observe any such training.
- Description of how the effectiveness of the training is to be measured.
- Details of specific training each floor care technician assigned to this contract has already received and will receive equivalent to the Fulton County Floor Care Technician II.

KEY CONTROL AND SECURITY PLAN

The bidders must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful bidder shall be responsible for all keys issued to them. The contracted vendor will replace all lost keys and broken keys at vendor's expense. In the event the loss of keys requires lock replacement, the cost of replacing locks of

similar security requirements will also be charged to the vendor. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees. Employees must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time.

PILFERAGE OF ITEMS AND VANDALISM

Bidders must indicate how they plan to make sure that valuable items are not broken, abused or stolen. Failure to control pilferage and vandalism can be grounds for termination of this contract. Employees must have a background check completed prior to working on County property. The cost of replacing any items stolen or broken by vendor's employees will be charged to the vendor and vendor will reimburse / replace item to Fulton County within ten working days or payment will be subtracted from the next scheduled payment to the vendor by Fulton County.

THE USE OF SUBCONTRACTORS

- The successful bidder(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. All employee records must be maintained by the Contractor and Subcontractor for a minimum of 3 years and accessible to Fulton County.

The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

- **In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by Contractor working directly for the County.**

QUALITY CONTROL PLAN

The bidder must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Fulton County Maintenance Manager or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:

- A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
- B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- C. The bidder must include in the plan a suitable method for inspecting and recording infrequently performed services.
- D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
- E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly, dispensers not operating properly, etc.).
- F. The bidder must develop a checklist, key control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, completed projects calendar (See Appendices) acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the biweekly meetings

with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.

- G. The bidder must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

Failure by the contractor to implement the approved plan and pursue it diligently from the commencement of the contract may be considered grounds for default.

DEFICIENCY REPORTING

- If a cleaning-related deficiency is noted by the County, the Building Maintenance Manager for the affected facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Maintenance Manager will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.
- The Contractor's Project Manager shall provide a written response to the Maintenance Manager no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the County's Building Services/Maintenance Manager and the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.
- When a deficiency in a "periodic service" will not be corrected within the time period stipulated by the Maintenance Manager, the Contractor must, within two working days, correct the deficiency. The Maintenance Manager will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
 1. If deemed an acceptable corrective action and/or time frame by the Maintenance Manager, the Contractor shall submit a report when the corrective action has been completed.

2. If the Maintenance Manager determines this response is unacceptable, the Maintenance Manager shall notify the County's Contract Administrator in writing. The Contract Administrator shall follow the steps in this bid document relating to non-performance.
- The Contractor will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level.

NON-PERFORMANCE

- If a deficiency is not properly addressed within the correction period given or if the same problem recurs, County will withhold a portion of the payment.
- Any decision to invoke the penalties delineated in this section will be made solely by the Greater Fulton or Central Fulton Area Managers or the Deputy Director of the Public Works/General Services Department of Fulton County or a designated representative thereof.
- No monies, exceeding \$1,000.00, will be withheld without prior written notification to the Contractor by the Greater Fulton or Central Fulton Area Managers or the Deputy Director of the Public Works/General Services Department of Fulton County.
- The bidder will be notified in writing of the intent by Fulton County to invoke a penalty. The bidder has three (3) working days to respond in writing to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification can be grounds for termination of the contract. The written response must include verification and documentation of the bidder's adherence to the QC Plan and will be subject to evaluation and modification by Public Works/General services to meet the County's needs.

PENALTIES FOR NON-PERFORMANCE

- The amount of any monies withheld will be based on the square footage of the portion of the facility which was not properly cleaned. Any area which has not been properly cleaned (even if it was partially cleaned) will be considered to be "not properly cleaned".

- If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.
- The amount withheld shall be calculated daily beginning the day after the stipulated correction date.
- The amount withheld shall be the "cost per cleanable square foot per day" times the number of square feet affected by the deficiency times the number of days the deficiency continues to exist. The amount withheld shall be cumulative.
- Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until Contractor's Bonding Company has been notified to take appropriate action under the terms and conditions of the Contractor's Performance Bond.
- These factors will be recalculated for renewal years if bid price is different.

- Back charges---Corrective Actions by County or its' Designated Representative.

If, under the provisions of this Contract, Contractor is notified by Maintenance Manager/County Representative to correct defective or nonconforming work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Maintenance Manager/County Representative may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and back charge Contractor for the costs incurred. Furthermore, if Maintenance Manager/County Representative agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, Maintenance Manager/County Representative may, upon written notice, perform such work by the most expeditious means available and back charge Contractor for the costs incurred.

The cost of back charge work shall include: (1) Incurred labor costs including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.

- If a day porter fails to show for all or part of a scheduled assignment, a deduction will be made at the hourly rate. If a County Employee/County

Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges.

- Contractor's failure to properly perform "Daily" tasks will be penalized by withholding the appropriate amount of money from the relevant invoice along with the appropriate back charges. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good along with the appropriate back charges, if any.
- The safety and welfare of our citizens and the security of all facilities is a top priority throughout Fulton County. Therefore, it is essential that all contracted personnel receive a GCIC and be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. If a contracted employee, who has been issued a Fulton County ID, is found to not have the ID in their possession while working at a County facility, or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:

First Occurrence- Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel, and \$50 fine assessed to the Contractor.

Second Occurrence- Written warning to Contractor requesting that the offender is not allowed to work on Fulton County property and \$100 fine assessed to the Contractor. Also, County may exercise its option to offer the affected facility(s) to the next lowest bidder if it is considered to be in the best interest and safety of the County.

REMOVAL FOR CAUSE

- If Contractor through any cause shall fail to perform the Janitorial Services as specified in the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this agreement are violated by Contractor, the County shall thereupon have the right to immediately terminate this agreement by written notice to Contractor. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail, by County. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.
- Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the Public Works/General

Services Department of Fulton County, and may be based upon recommendations from the Area Managers for Greater Fulton, Central Fulton, and Building Services Manager.

- The County reserves the rights to contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.
- In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for any and all losses resulting from that breach of contract, to include back charges plus punitive damages.

SERVICE REQUIREMENTS

The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the successful bidder. Bidders must show that they are capable of delivering services equal to or better than these minimum service levels. While the County has made every effort to cover all the requirements in the Cleaning Schedule, we cannot guarantee that all elements have been specified. In cases where this has not been done, BOMA and JCAHO standards will prevail.

1. PERSONNEL:

A. Employees:

1. Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to meet contractual specifications, (County has provided , in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards), the County, or it's designated representative, can demand that the proper amount of personnel be assigned to each Facility to obtain the proper cleaning required by the Contract. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not

intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

2. **Safety Training and Education** – Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

A formal training plan utilizing OSHA standards must be written and forwarded to the Contract Administrator. Written verification of past and future training sessions must also be submitted. The Contract Administrator must be notified of training in advance and may attend training sessions.

3. **Incident Reporting** – All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each incident report which the Contractor (or subcontractors at any level) submits to their insurance carriers in regard to incidents and accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the incident or accident occurred. Report of injury must be documented in accordance with OSHA standards, and a copy of the OSHA form 400 shall be immediately forwarded to the Contract Administrator.
4. **Protection** – The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the

Contractor or any subcontractor at any level working under this contract.

B. Supervision:

The Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. If proper supervision is not available, due to unforeseen acts or circumstances beyond contractor's control, the assigned employee(s) must be fully conversant in English. **Supervisory employees must be fully conversant in English.**

2. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

1. Electrical power at existing outlets for the contractor to operate equipment necessary in the conduct of its work.
2. Hot and cold water as necessary,
3. Space within the building commensurate with the contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

B. Furnished by the Contractor

1. The Contractor shall furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances must be used in accordance with manufacturer's recommendations. Once supplies are installed, they become the property of Fulton County. These supplies and materials shall be of a quality and type customarily utilized by other contractors engaged in the profession of providing janitorial services. No later than five days prior to the contract starting date, the contractor shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the

materials that he proposes to use in the performance of the work. The Contract Administrator must approve the contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been furnished to the Contract Administrator. The Contractor shall use recycled products to the greatest extent possible.

Mandatory Chemicals

High phenol coefficient germicidal cleaner	
Degreaser / germicidal disinfectant	
Sanitizers	Furniture Polish
Germicides	Graffiti Remover
All Purpose Cleaners	Gum Remover
Glass Cleaners	Carpet Cleaner
Fabric Cleaners	Pool Surface Cleaner
Deodorizers	Hard Floor Cleaner
Hard Floor Finisher	Hard Floor Stripper

2. The Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.
3. Any material being used which is not achieving desired results will be replaced with a more effective product.
4. All necessary cleaning equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within 72 hours. Propane driven equipment is banned.
5. All contracted personnel must be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non-compliance.

3. SERVICES REQUIRED

A. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, veridical, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.
3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.
4. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

B. Floors—Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced.

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.

2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.
3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.
5. **Floor Finishing:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.
7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extraction utilizing a method suitable for the type of carpet or rug; remove all soil, spots, smears, and stains and

spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.

9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction, or after instruction from Fulton County manager. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

C. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
2. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

3. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.
5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.
6. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All

items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.

D. Waste Removal

1. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
2. **Recycling Program:** The successful bidder will work with Fulton County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The plan should include how the respondent will train employees on handling recyclable materials.

E. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Wash and steam clean all receptacles used in the collection of food remnants on a quarterly basis and away from food handling areas. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.
2. **Emptying and Cleaning Ashtrays and Urns:** Empty and clean all ashtrays and urns in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

F. Amphitheater Sky Boxes and Dressing Rooms Cleaning:

Empty all trash and waste receptacles in Sky Boxes and Dressing Rooms. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior and interior of refrigerator, microwave oven, and cupboards. Wash dishes and place in the appropriate area. Wash face cloths and bath towels and place in appropriate area, if needed. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Clean all restrooms and showers in accordance with established procedures detailed in the bid document, Section 3. Services Required. Refill soap, paper towel and toilet tissue dispensers as many times as necessary.

G. Break Room Cleaning:

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers.

H. Special Areas

Pressure Washing, Cleaning and Sealing Garage Area, Stage Area, Orchestra Pit, Amphitheater Seating Area, Loading Dock and Court House Entryways and Steps: Utilizing a high pressure washer or other appropriate equipment, scrub floors/pavement with a material suitable for cleaning. Floors/Stage Area/Orchestra Pit/Amphitheater Seating Area/Loading Dock/Court House Entryways and Steps should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor/cement/pavement surfaces. This applies to all County facilities that have a garage, stage, Orchestra Pit, and/or Loading Dock (i.e. Government Center, Justice Center, Juvenile Court, Central Library, Wolf Creek Amphitheater, etc.). These areas will be cleaned as necessary.

1. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
2. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.
3. **Fitness Center Cleaning:** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture. Fitness Center cleaning includes vacuuming, sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors and waste receptacles. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
4. **Pool Deck Cleaning:** Pool Deck is considered clean when all areas are clean and free of dirt, mold and mildew. All surfaces must be thoroughly cleaned and free from encrustation and excess water. All seats and cushions must be cleaned thoroughly and be free from mold and mildew. Pool deck cleaning will also include emptying and cleaning all trash receptacles, inserting new liners, wiping all reflectors and light panels, and cleaning all dressing rooms thoroughly. Return all bath towels and wash cloths to designated area. Periodic pressure washing must be done with chemicals prescribed and provided by Fulton County and/ or its designated representative.
5. **Kitchen Cleaning—Offices & Restrooms:** Clean all Kitchen Offices and Restrooms in accordance with existing standards described in the bid document.

6. **Medical Area Cleaning:** Contractor must wear gloves at all times while working within the medical area. At no time is the contractor to handle Medical Hazardous Waste. This waste must be handled by a separate medical waste management contractor through the site manager. All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting, and must be cleaned in accordance with JCAHO standards. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.
7. **Holding Cells:** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass view areas will be cleaned and present clear, streak-free surfaces. Project / Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.
8. **Courtrooms:** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.
9. **Beauty Salon:** The Beauty Salon is considered clean when all areas are clean and free of dusts, spots, stains, rust, mold, encrustation and excess moisture. Beauty Salon cleaning includes vacuuming, sweeping, scrubbing, and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, shelves, wash basins and mirrors. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Beauty Salon cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

CLEANING SCHEDULE

Table A - General Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean waste receptacles and replace liners.	Daily
3	Remove refuse from sand urns and clean outside of containers.	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	3 x Weekly
5	Dust window sills and all other surfaces up to 70" high	3 x Weekly
6	Clean all janitorial closets.	Weekly
7	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 70" high.	Daily
8	Dust all surfaces between 70" and 144" high.	Weekly
9	Remove dirt and streaks from all surfaces between 70" and 144" high.	Weekly
10	Dust Venetian blinds.	Weekly
11	Remove debris & dust top of vending machines	Weekly
12	Moves recycle paper in wheeled containers to designated area (and returns empty containers to normal locations).	As Necessary
13	Vacuum upholstered furniture	Monthly
14	Clean Venetian blinds.	2 x Year

Table B - Lavatory, Locker Room and Bath Room Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and all other trash receptacles, including sanitary napkin dispensers.	Daily
2	Clean waste receptacles/replace waste basket liners.	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers).	Daily
4	Damp clean or polish and refill all dispensers.	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers).	Daily
6	Clean & polish mirrors, bright work and enamel surfaces.	Daily
7	Clean walls and stall partitions (including showers).	Daily
8	Clean all baseboard and floor drain plates.	2 x per Month
9	Machine scrub all floors (including showers). Lift all mats and waffle mats inside and outside showers. Clean bottom of mats and floor under mats using high phenol coefficient germicidal cleaner.	Weekly
10	Vacuum all vents.	Quarterly
11	Clean and dust P-traps.	2 x per Year

Table C - Stairwell Cleaning Services to be Performed		Frequency of Service
1	Sweep stairwells for all facilities	3 x Week
2	Mop stairwells at all facilities.	Weekly

Table D - Floor Care Services to be Performed		Frequency of Service
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	2 x Week
2	Sweep and/or dust mop all non-carpeted areas.	2 x Week
3	Mop spillages in all non-carpeted areas.	Daily
4	Mop all non-carpeted areas	Daily
5	Spot clean all carpeted areas.	Daily
6	Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.	2 x Weekly
7	Strip and refinish all hard flooring.	2 x Yearly
8	Scrub and re-coat all floors.	2 x Monthly
9	Shampoo and extract all carpeting	3 x Year

Table E - Window Cleaning Services To Be Performed		Frequency of Service
1	Clean all interior window sills and surfaces up to 70".	3 x Week
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows.	Quarterly

Table F - Exterior Cleaning To Be Performed		Frequency of Service
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas.	Daily

Table G – Medical/Dental Office Cleaning Services to be Performed		Frequency of Service
1	Empty wastebaskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean all waste receptacles and replace liners	Daily
3	Dust office furniture and damp wipe or polish all desk tops where papers are cleared.	3 x Week
4	Dust window sills and other surfaces up to 70"	3 x Week
5	Remove dirt and streaks from doors, doorframes, walls, threshold plates, windows, partitions, brass and light switches.	Daily
6	Dust Venetian blinds	Weekly
7	Vacuum all carpets including edges, corners, rugs and all floor coverings.	3 x Week
8	Vacuum upholstered furniture.	Monthly
9	Clean all light fixtures and vents.	Monthly
10	Clean Venetian blinds.	2 x Year

Table H – Pool Deck Cleaning Services to be Performed		Frequency of Service
1	Clean deck around pool with a suitable germicidal disinfectant.	Daily
2	Clean all seats and cushions with mold and mildew disinfectant and cleaner	Daily
3	Empty and clean all waste receptacles, replacing liners	Daily
4	Clean all ledges, walls, doors & glass.	Daily
5	Clean all light fixtures and vents.	Monthly
6	Scrub Pool Deck utilizing approved chemicals	Monthly

Table I – Break-Room Cleaning Services to be Performed		Frequency of Service
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas.	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards	2 x Weekly
9	Clean all light fixtures and vents	Monthly

Table J – Holding Cell Cleaning Services to be Performed		Frequency of Service
1	Clean with a suitable germicidal disinfectant and deodorize lavatory fixtures. Clean surfaces around toilets	Daily
2	Sweep and mop floors using high phenol coefficient germicidal cleaner	Daily
3	Clean and polish mirrors, bright work, enamel surfaces, and glass windows	Daily
4	Spot clean walls and remove graffiti	Daily
5	Clean all baseboards and floor drain plates	Weekly
6	Clean glass covering recessed light fixtures	Monthly

FACILITIES LIST

Fulton County reserves the right to modify this listing or the services required, at any time before, during or after the award of this package. Any modification to the list will be accompanied by a proportionate modification of the price based on

the average price per cleanable square foot as awarded under this bid. Estimated square footage is listed for each facility. Gross square footage is defined for most buildings as the outside footprint of a building times the number of floors. Cleanable square footage is calculated from the gross square footage using a factor of 0.84, assuming that sixteen percent (16%) of a building consists of areas which are not accessible for cleaning. If errors in the square footage figures shown are discovered after bid opening, pricing for the group will prevail. It is strongly suggested that bidders verify square footage prior to submitting their bids.

**GROUP B
JUSTICE FACILITIES**

Building Name	Address	Zip Code	Total Sq. Ft.	Total Cleanable Sq. Ft.
Justice Center Tower	185 Central Avenue SW	30303	615,000	516,600
Carnes Justice Center Bldg	160 Pryor Street SW	30303	142,396	119,613
Fulton County Court House	136 Pryor Street SW	30303	274,628	230,688
Judge Romae T. Powell Juvenile Justice Center	395 Pryor Street SW	30312	158,300	132,972

Core operating hours are 8:30 a.m. to 5:30 p.m. Monday-Friday. These locations require Day Porter support and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**GROUP E
SOUTH FULTON LIBRARIES**

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.
Adams Park	2231 Campbellton Road	30311	7,500	6,300
Carver Homes Branch	215 Lakewood Way Suite 104	30315	1,800	1,512
Cleveland	47 Cleveland Avenue	30315	13,000	10,920
College Park	3647 Main Street	30337	7,500	6,300
*East Point	2757 Main Street	30354	10,000	8,400
Fairburn Branch	60 Valley View Drive	30213	9,580	8,047
Hapeville	525 King Arnold Street	30354	5,000	4,200
*South Fulton (under renovation)	4055 Flat Shoals Road SW	30291	25,300	21,252
*Southwest Regional	3665 Cascade Road SW	30331	27,270	22,906
Stewart-Lakewood	2893 Lakewood Avenue SW	30315	10,275	8,631
Thomasville Heights	1700 Thomasville Drive SE	30315	1,600	1,344
Washington Park	1116 M.L. King Drive	30314	7,500	6,300
West End	525 Peebles Street SW	30310	7,500	6,300
*Wolf Creek Branch	3100 Enon Rd.	30331	25,000	21,000

Palmetto Branch	9111 Cascade Palmetto Hwy.	30268	10,000	8,400
*Metropolitan Library	1332 Metropolitan Parkway	30310	25,000	21,000
Southeast Atlanta	1463 Pryor Road SW	30315	15,000	12,600

All libraries are open Monday thru Saturday and require nightly cleaning six days/week. Those marked with * are also open Sunday and require nightly cleaning seven days/week.

**GROUP F
OTHER OFFICES (North)**

Building Name	Address	Zip	Total Sq. Ft.	Total Cleanable Sq. Ft.
Drug Court Training Ctr.	1135 Jefferson Street	30318	18,000	15,120

Core hours for this facility are 7:00 a.m. to 9:00 p.m. Monday – Friday. Drug Court Training Center will require Day Porter and night cleaning five (5) times per week and six (6) times when open on Saturday. It will require two (2) Day Porters—8 hours each (i.e. One (1) Day Porter 8am-5pm; One (1) Day Porter 12pm-9pm). Saturday operating hours are usually from 8am-1pm.

**GROUP F
OTHER OFFICES (SOUTH)**

Building Name	Address	Zip	Total Sq. Ft.	Total Cleanable Sq. Ft.
Public Safety Training Center	3025 Merk Road	30349	30,470	25,595
Transportation & Construction Division	5601 Stonewall Tell Road	30349	2,969	2,494
Fulton Clubhouse for Youth	1480 Delowe Drive SW	30311	3,204	2,691

Core hours for these facilities are 7:00 a.m. to 5:00 p.m. Monday – Friday. Public Safety Training Center will require porter and night cleaning five (5) times per week. Transportation & Construction Division will require night cleaning three (3) times a week. Fulton Clubhouse for Youth will require night cleaning five (5) times per week. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**GROUP G
SENIOR CENTERS (South)**

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.	Less Multipurpose Kitchen
H. J. C. Bowden	2885 Church Street	30349	34,652	29,108	25,088
Camp Truitt	4320 Herschel Road	30337	5,000	4,200	
Camp Truitt 4-H Ed Ctr	4300 Herschel Drive	30337	5,000	4,200	
Palmetto	Locke St & Turner Rd	30268	10,000	8,400	
Quality Living Services	4001 Danforth Road SW	30331	30,085	25,272	
Southeast	1650 Newton Circle SE	30312	7,660	6,434	
Hapeville	Central Park Drive	30354	8,522	7,158	
New Beginnings	66 Brooks Drive	30213	13,400	11,256	

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

**GROUP H
ART CENTERS**

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.
Cliftdale Multipurpose Center	4645 Butner Road	30349	42,225	35,469
Southwest Arts Center	915 New Hope Road SW	30331	36,500	30,660
West End Arts Center	945 Ralph Abernathy Blvd	30310	5,760	4,838
Hammond House	503 Peoples Street	30310	6,200	5,208
Wolf Creek Amphitheater	3025 Merk Road	30349	26,944	22,633
Aviation Culture Center	3900 Aviation Circle	30336	16,200	13,608

*All Art Centers will require Day Porter support and nightly cleaning. Cliftondale Multipurpose Center will require **240** additional hours for summer programming. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required. Wolf Creek Amphitheater Events are seasonal and the entire venue will require cleaning after each scheduled event along with contractual periodic cleaning in accordance with established cleaning schedules throughout the year.

**GROUP I
 SERVICE CENTERS (NORTH) & (SOUTH)**

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.
North Service Center	7741 Roswell Road	30350	53,821	45,210
South Service Center	5600 Stonewall Tell Road	30349	53,760	45,158

All Service Centers will require Day Porter support and nightly cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

Remarks or Exceptions:

END OF SECTION

SECTION 5 INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY
(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance BY DISEASE - EACH EMPLOYEE	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability Each Occurrence-	\$1,000,000
(Other than Products/Completed Operations) General Aggregate-	\$2,000,000
Products\Completed Operations Aggregate Limit-	\$2,000,000
Personal and Advertising Injury Limits-	\$1,000,000
Damage to Rented Premises Limits -	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence -	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).	

4. UMBRELLA LIABILITY

(In excess of Auto GL and Employers Liability) Each Occurrence- \$1,000,000

Certificates:

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 2010, its' equivalent or on a blanket basis.

The Contractors insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operation in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____ SIGNATURE:_____

NAME:_____ TITLE:_____

DATE:_____

SECTION 6 PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
 - Form C1 – Georgia Utility License Contractor License **(N/A)**
 - Form C2 – Georgia General Contractors License **(N/A)**
 - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION - (N/A)

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION - (N/A)**

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor,

subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20____

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty or of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

SECTION 7 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS : _____

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

[illegible]

_____ Bidder/Proposer _____ Subcontractor
 _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commenc e Date	Project Completi on Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
 (Company)

Date: _____

 (Signature of Affiant)

 (Printed Name)

 (Company)

Date: _____

 (Signature of Affiant)

 (Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
TOTALS						

Executed By: _____

(Signature)

(Printed Name)

Notary: _____ Date: _____ My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 8 GENERAL CONDITIONS

1. INVOICING

1.1 Invoices should be sent to the address below to expedite payment:

Public Works/General Services Department
141 Pryor Street, Suite G-119
Atlanta, GA 30303
Attn: Building Maintenance Manager

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County Facilities and Transportation Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work, materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

1.2 Invoices submitted against the contract must include the following information:

- 1.2.1 Purchase order number
- 1.2.2. Date of service
- 1.2.3. Invoice number
- 1.2.4. Physical address of facility where work was performed
- 1.2.5. Company name, address and phone number
- 1.2.6. All costs for labor and equipment individually listed with the total at the bottom
- 1.2.7. Description of work performed

1.3 Invoices will be returned unpaid to the vendor when one of the following conditions exists:

- 1.3.1 Invoices do not contain all the required information
- 1.3.2 Price on the invoice does not correspond to the bid price

2. BUSINESS LICENSE

Provide copy of current business license.

3. REFERENCES

Bidder(s) shall submit with bid a minimum of five (5) references (business associates) of directly related experience. The references must contain the following information:

- 3.1. Company name
- 3.2. Contact person
- 3.3. Address
- 3.4. Telephone, Fax number & E-Mail Address
- 3.5. Brief description project

1. -

2.

3.

4.

5.

3. SUBMITTAL REQUIREMENTS

The following information shall be submitted along with bid:

- a. Copy of current business license
- b. Proof of ability to provide insurance certificate (Section 5)
- c. Provide five (5) references.

Failure to submit the required documents may result in the bid being deemed non-responsive. Insufficient information on any of these items may lead to disqualification of the vendor.

END OF SECTION

SECTION 9 SPECIAL CONDITIONS

BIDDER'S QUALIFICATIONS

Each bidder shall have a minimum of three (3) years demonstrable experience providing janitorial service for facilities of comparable usage and size.

The bidder shall provide a list of contracts held over a period of not less than three years, and at least one reference must be less than three (3) years old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.

The listing must include:

- A. The work performed, (indicate if being done as prime- or sub-contractor), number of facilities, total square footage for all facilities, highest and lowest square footage per unit within the group of facilities, length of contract, contract administrator, and telephone number.
- B. Names, addresses, and phone numbers of at least three (3) individuals who can verify the bidder's ability to perform work of this type and scope.
- C. At least one reference must be less than three (3) years old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.

	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5
Name of Contact					
Contract Term from when to when					
Prime or Subcontractor					
Total Square Feet Cleaned					
Contract Administrator					
Telephone Number					
Email Address					

- D. Membership in any professional cleaning and/or certifying organization.
- E. Training and professional certification of key individuals who will be involved in the Fulton County contract.

**SECTION 10
EXHIBITS**

SECTION 10

EXHIBITS

SAMPLE FORMS

1. Quality Control Report/Environmental Inspection Form
2. Vendor Sign-In Sheet
3. Security Staff Report



QUALITY CONTROL REPORT
Public Works/General Services Department
Quality Control Report

Environmental Inspection Form

Service Provider: _____

Facility Name /Address: _____

	Department/Section/Floor/Pool/Jail/Break Room/Other	
	ENVIRONMENTAL INSPECTION FORM	Frequency of Service
	Window Cleaning Services to be Performed	
1	Clean all interior windows sills and surfaces up to 70"	3 x Weekly
2	Clean all entrance glass doors windows, interior and exterior surfaces	Daily
	Exterior Cleaning Services to be Performed	
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from empty ways, exterior grounds, parking lots and landscape areas	Daily
	General Cleaning Services to be Performed	
1	Empty waste baskets & other trash receptacles, taking contents to designated area	Daily
2	Clean waste receptacles and replace liners	Daily
3	Remove refuse from urns and clean outside of containers	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared	3 x Weekly
5	Dust windows sills and all other surfaces up to 70" high	3 x Weekly
6	Clean all janitorial closets	Weekly
7	Remove dirt and streaks from all surfaces: (including glass doors, frames, walls, brass threshold plates, windows, partitions and light switches) up to 70" high	Daily
	Lavatory, Locker Room and Bath Cleaning to be Performed	
1	Empty waste baskets and all other trash receptacles, including sanitary napkins dispensers	Daily
2	Clean waste receptacles and replace liners	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures	Daily
	Using high phenol coefficient germicidal cleaner (including	

	showers)	
4	Damp clean or polish and refill all dispensers	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers)	Daily
	Pool Deck Cleaning Services to be Performed	
1	Clean deck around pool with suitable germicidal disinfectant	Daily
2	Clean all seats and cushions with mold and mildew disinfectant and cleaner	Daily
3	Empty and clean all waste receptacles, replacing liners	Daily
4	Clean all ledges, walls, doors and glass	Daily
	Break Room Cleaning Services to be Performed	
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fitting with suitable chemicals	Daily
3	Clean doors with suitable chemicals	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas	Daily
6	Refill all soap and paper towel dispensers	Daily
	Holding Cell Cleaning Services to be Performed	
1	Clean with a suitable germicidal disinfectant and deodorize lavatory fixtures. Clean surfaces around toilets	Daily
2	Sweep and mop all floors using high phenol coefficient germicidal cleaner	Daily
3	Clean and polish mirrors, bright work, enamels surfaces, and glass windows	Daily
4	Spot Clean all walls and remove graffiti	Daily



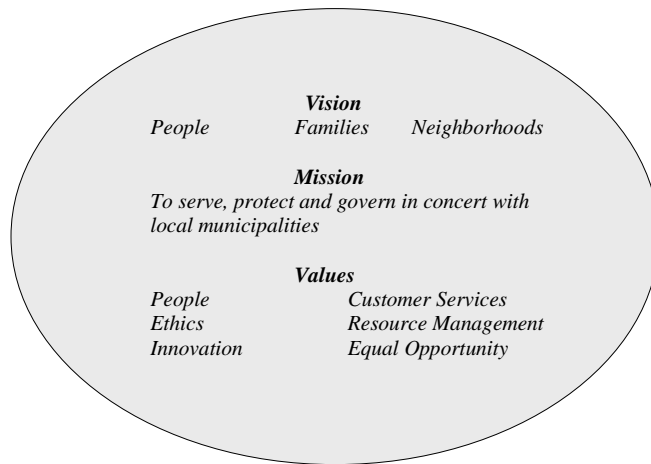
SAMPLE FORMS

[illegible]

[illegible]



FULTON COUNTY



CONTRACT DOCUMENTS FOR

16ITB98998C-DR

**Janitorial Services for Selected Fulton County
Facilities**

For

Facilities & Transportation Services Department

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 11.	<u>SUSPENSION OF WORK</u>
ARTICLE 12.	<u>DISPUTES</u>
ARTICLE 13.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 14.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 15.	<u>WAIVER OF BREACH</u>
ARTICLE 16.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 17.	<u>RESPONSIBILITY OF CONTRACTOR</u>
ARTICLE 18.	<u>INDEMNIFICATION</u>
ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 20.	<u>INSURANCE</u>
ARTICLE 21.	<u>PROHIBITED INTEREST</u>
ARTICLE 22.	<u>SUBCONTRACTING</u>
ARTICLE 23.	<u>ASSIGNABILITY</u>
ARTICLE 24.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 25.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 26.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 27.	<u>VERBAL AGREEMENT</u>
ARTICLE 28.	<u>NOTICES</u>
ARTICLE 29.	<u>JURISDICTION</u>
ARTICLE 30.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 31.	<u>FORCE MAJEURE</u>
ARTICLE 32.	<u>OPEN RECORDS ACT</u>
ARTICLE 33.	<u>CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 34.	<u>INVOICING AND PAYMENT</u>
ARTICLE 35.	<u>TAXES</u>
ARTICLE 36.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 37.	<u>NON-APPROPRIATION</u>
ARTICLE 38.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT H:	<u>PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)</u>

APPENDICES

APPENDIX 1:	<u>APPLICATION FORMS</u>	<i>(Example)</i>
APPENDIX 2:	<u>PROCEDURES</u>	<i>(Example)</i>

CONTRACT AGREEMENT

Contractor: **[Insert Contractor Name]**

Contract No.: **[Insert Project Number and Title]**

Address: **[Insert Contractor Address]**
City, State

Telephone: **[Insert Contractor telephone #]**

Email: **[Insert Consultant Email]**

Contact: **[Insert Contractor Contact Name]**
[Insert Contractor Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20__ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **[Insert Contractor Company Name]**, hereinafter referred to as “**Contractor**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the “**Project**”.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code, Division 6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. SERVICES PROVIDED BY COUNTY

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, Division 6, which is incorporated by reference herein.

ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. CONTRACT TERM

[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.

Example: The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. [More than two renewal options must be approved by the Purchasing Director] If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the part of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

The total contract amount for the Project shall not exceed **[Insert amount approved by BOC]**, which is full payment for a complete scope of work/services.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for

changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the

same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and

financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

Attention: ***[Insert User Department Representative for project]***

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Email: felicia.strong-whitaker@fultoncountygga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

[Insert Contractor Representative for project]

[Insert Contractor Address]

Telephone:

Email:

Attention: **[Insert Contractor Representative for project]**

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach

of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 34. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Contractor shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of work/services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently

performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 35. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 36. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 37. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 38. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

[Insert Contractor COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

***[Insert Name & Title of person
authorized to sign contract]***

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

EXHIBIT D

COMPENSATION

EXHIBIT E

PURCHASING FORMS

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

EXHIBIT H

PAYMENT & PERFORMANCE BONDS